

## **TOWN OF TIVERTON, RHODE ISLAND**

### **CODE ENFORCEMENT OFFICER EMPLOYMENT CONTRACT**

**AGREEMENT** entered into this 22<sup>nd</sup> day of September, 2014 by and between the Town of Tiverton, Rhode Island; a municipal corporation hereinafter referred to as the “Employer” and Christopher J. Synnott, hereinafter referred to as the “Employee”. WHEREAS, the Town Administrator, with the approval of the Tiverton Town Council acting in the best interest of the Employer, has agreed to enter into employment of the Employee as a salaried position, it is now agreed that the following be effected:

#### **1) TERM**

The term of this agreement shall commence on September 22, 2014 and continue for three (3) consecutive years and terminate on September 22, 2017.

#### **2) DUTIES**

Consistent with the Tiverton Home Rule Charter, Town Ordinances, and State and Federal law, and subject to the general supervision and pursuant to the order, advice, and direction of the Town Administrator, the Employee shall faithfully, diligently, and to the best of his/her ability, perform those duties which are customarily performed in the position of Tiverton Code Enforcement Officer. The Employee is expected to devote his/her entire business time, energy, and skill to the duties and responsibilities of the position, and shall not be employed by any other person, corporation, or organization, or occupied with any self-employment during town business hours. Any outside employment shall require the prior written approval of the Town Administrator.

The average hours per week are expected to be 40. As this is a salaried position, the actual hours may be more or less in any given week. The Employee shall not be entitled to any overtime or compensatory time. It is agreed that the Employee is on call seven days per week, twenty four hours per day.

The Employee shall be responsible for the supervision and overall operation of the Building/Zoning Department, including but not limited to that of electrical, mechanical, plumbing inspectors as well as clerical staff of the department. The job description for this position is attached hereto as Appendix A and is hereby made part of this contract. The Employee shall fulfill the responsibilities found in Section 908 of the Town of Tiverton Home Rule Charter and all applicable sections of the Tiverton Town Code. It is agreed the Employer may, from time to time, reasonably modify the Employee’s duties should Town demands warrant it. It is further agreed that attendance and participation at all Zoning Board meetings, the Financial Town Hearing and periodic Planning Board and Town Council meetings will be part of assigned duties, at the discretion of the Town Administrator.

All such duties shall be performed regardless of time commitment unless specifically agreed to in writing by the Employer. It is agreed that the Employee has the use of a town vehicle for the performance of such duties and he has the right to use such vehicle for commuting purposes.

### 3) **SALARY**

It is agreed that the Employee will serve a probationary period of six months (from September 22 to February 22, 2015) during which time his salary will be calculated on the annual rate of \$62,500. Upon successful completion of the probationary period, the Employee shall receive the salary of \$65,000.00 per year pro-rated for the year beginning February 23, 2015 and ending September 22, 2015. In years two and three; anniversary increases shall be determined by merit after evaluation.

All of the stated amounts are to be paid on an every two week basis. It is herein agreed and understood that in the event of termination of employment by either party the aforesaid annual salary shall be prorated on an annualized basis.

### 4) **PROBATIONARY PERIOD**

During the probationary period provided for above, the Employee will secure all credentials required to serve as the Code Enforcement Officer for the Town of Tiverton, specifically, certification as a Rhode Island Building Official by the State of Rhode Island Building Commissioner, and successful completion of all training and testing required to be a Certified Floodplain Manager (CFM) (provided that the CFM exam is held during the probationary period or is passed at the first sitting if it occurs after the six month anniversary date). The failure to secure these credentials will render this agreement null and void, provided that, the Employer may extend the time period allowed for accomplishment of the CFM designation at the recommendation of the Town Administrator and approval of the Town Council.

### 5) **PERFORMANCE EVALUATION**

The Employer shall evaluate the job performance of the Employee prior to the conclusion of the probationary period and at least once annually for the entire period of the agreement.

The Employer reserves the right to conduct a job evaluation at any time during the term of the agreement.

### 6) **RETIREMENT**

The Employee shall participate in the RI State Municipal Employee Retirement System, with contributions to the plan made by the Employee pursuant to the provisions of the retirement plan.

## **7) VACATION**

The Employee shall be entitled to vacation leave per year as defined below:

Years of Service	Vacation Days Earned
First 4 years of service	15 days per year
After 4 years of service	18 days per year
After 9 years of service	21 days per year
After 14+ years of service	25 days per year

Vacation time shall be awarded on the anniversary date of original hire or other agreed upon date. It is agreed that during the term of employment, the Employee may not carry forward more than 10 days of vacation time per year. Additional time may be carried over with the prior written approval of the Town Administrator. Upon termination of this contract, any unused vacation leave (including any and all carried over vacation time) shall be paid to the Employee. Should this contract be renewed, any unused vacation leave shall carry over to the new contract.

## **8) SICK LEAVE/PERSONAL LEAVE**

The Employee shall be granted fifteen (15) sick days per year. Leave may be accumulated for the term of this contract. There shall be no cash value to any accumulated sick leave upon termination/separation. The Employer may require a physician's certificate after three (3) consecutive days of absence from employment due to illness. The Employee shall be granted three (3) personal days annually with no accumulation or cash value.

## **9) BEREAVEMENT LEAVE**

The Employee may be absent for five (5) work days (with full pay) in the case of death of a spouse or child; three (3) work days (with full pay) in the case of death of a mother, father, brother or sister, and two (2) days for a father-in-law, mother-in-law, grandparent, aunt or uncle. Additional days may be granted at the discretion of the Town Administrator for any Bereavement leave.

## **10) LIABILITY INSURANCE**

The Employee shall be covered by the Town of Tiverton Public Liability Insurance Policy and shall be indemnified and held harmless for losses and expenses incurred or sustained by the Employee in consequence of the proper discharge of the office and while acting in the capacity of his employment.

## **11) HOLIDAYS**

The Employee shall be entitled to time off with pay for the following holidays:

New Year's Day  
President's Day  
Memorial Day  
Victory Day  
Columbus Day  
Thanksgiving Day  
Christmas Eve (Half Day)

Martin Luther King Day  
Good Friday (Half Day)  
Independence Day  
Labor Day  
Veterans Day  
Day after Thanksgiving  
Christmas Day

12) **LIFE INSURANCE**

The Employee shall be entitled to term life insurance coverage in the amount of one hundred thousand dollars (\$100,000) for the period of this agreement.

13) **HEALTH INSURANCE**

The Employee shall be entitled to Health and Dental Insurance with all the terms and conditions provided for in the AFSCME Local 2670A contract currently in place, as may be amended from time to time.

14) **CONTINUING EDUCATION**

The Employee shall be reimbursed up to a maximum of \$500.00 per year for costs associated with continuing education as related to the position and approved in writing by the Town Administrator prior to course enrollment. Reimbursement shall be charged against a line item in the department budget that is funded specifically for education, as long as the Employee successfully completes the course.

15) **EXPENSE REIMBURSEMENT**

The Employer recognizes that certain limited and reasonable expenses of a non-personal, community or job-affiliated nature may be incurred by the Employee from time to time, and agrees to reimburse such expenses with prior written approval of the Town Administrator, upon receipt of duly executed expense reports, with appropriate receipts, statements or affidavits, subject to budgetary constraints.

16) **SUSPENSION/TERMINATION**

Notwithstanding the term of this employment contract, termination shall occur either by:

- a) Mutual agreement of the parties;
- b) Retirement of the Employee

In the event of retirement of the Employee, the Employee shall notify the Employer at least forty-five (45) days prior to the date of the retirement or within such other time period as may be mutually agreeable to the parties. All obligations and agreements of the parties as contained in this Agreement shall cease as of the date of the retirement;

- c) Death of Employee;
- d) Disability of Employee (as defined and/or in compliance with Federal and State laws and regulations);
- e) Suspension or Discharge for Cause

Employee may be suspended or discharged for cause during the term of this agreement for one or more of the following reasons:

- i) Conviction of a felony or conviction of a misdemeanor relating to the official duties of the employee or violating the public trust;
- ii) Repeated failure to comply with established Employer policy;
- iii) Continuing neglect of duties;
- iv) Insubordination;
- v) Non-compliance with any provisions of Rhode Island law or the Tiverton Home Rule Charter which relate to the Employee's qualifications for holding the position of Code Enforcement Officer.

The Town Administrator may terminate Employee or suspend Employee for a designated period of time in accordance with this section. Any such termination or suspension of Employee during the term of this agreement prior to its termination date shall be governed by Section 1210 of the Town of Tiverton Home Rule Charter.

#### 17) **SEVERANCE PACKAGE**

In the case of termination of the Employee prior to the end of the term of this contract, Employer may negotiate a severance package, which must be approved by the Town Council.

18) **STATUS REPORT**

Prior to the issuance of the Employee's final paycheck, and at any time upon request of the Town Administrator the Employee shall submit a written report to the Town Administrator, which details the status of his office. This shall include, but not be limited to, an assessment of operations, status of any projects or outstanding issues, computer passwords and details of unresolved issues. The Employee's final paycheck any be withheld until such final report is submitted.

19) **EXTENSION**

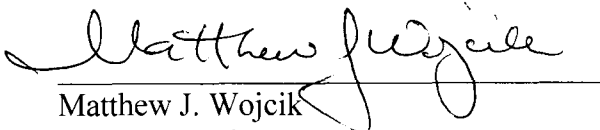
Renewal of the Employee's employment shall be considered by the Employer in the last three (3) months of the Employee's employment contract. Not later that 30 days prior to the end of the Employee's employment contract, the Employer shall notify the Employee in writing whether the Employer elects to offer the Employee a new employment contract.

20) **POLICIES AND PROCEDURES**


The Employee is subject to all policies and procedures as adopted by the Employer in the Town of Tiverton personnel handbook.

This agreement is executed this 22nd day of September 22, 2014.

Town of Tiverton:

  
Matthew J. Wojcik  
Town Administrator

Employee:

  
Christopher J. Synnott  
Code Enforcement Officer